Will is attested by only two Witnesses and is therefore incompetent for passing any Real Estate, and that in and by the said Will the said Robert H Thomas, appointed his two Brothers Harvey Thomas and Elwood Thomas his Executors and after making certain specific legacies therein cleared and bequeathed all the rest and residue of his Estate to the aforesaid Harvey Thomas and Elwood Thomas in trust for the several uses and purposes particularly set out in said Will, all which will more fully appear by reference to a Copy of said Will hereunto filed marked Exhibit J. E. and prayed to be taken as other part of this Bill, And your Orator further states that letters Testamentary were duly granted upon the Estate in Pennsylvania of said Robert H Thomas to the said Harvey Thomas and Elwood Thomas by the Orphans Court of the City of Philadelphia wherein was the Domicile of the said Robert H Thomas at the time of his death, and that your Orator has been appointed by the Orphans Court of Cecil County administrator C. T. A. on the Estate of said Robert H Thomas in Maryland ancillary to the administration in Pennsylvania as aforesaid as will appear by reference to the Certificate of the Register of Wills of Cecil County filed hereunto marked Exhibit R S D and prayed to be taken as other part of this Bill, And your Orator further states that he is advised that the Land above mentioned to be sold was equitably converted by means of the sale so as aforesaid made by said Robert H Thomas under and by virtue of the agreement aforesaid and that your Orator is alone authorized to collect and receive the purchase money therefor and to distribute the same as so much personal property, but that in as much as the aforesaid agreement requires that deeds of Conveyance of the said Real Estate so as aforesaid sold shall be executed before all or any part of the purchase money therefor shall have been paid, he your Orator, cannot execute the said agreement without the interposition and aid of this honorable Court, And your further states that the said Thompson in consequence of the inability of your Orator to make title to the lands sold as aforesaid has not paid the Ten thousand dollars which by said agreement was made payable on the first day of April in the year 1856, or any part thereof, Nor hath he made any arrangement for the payment thereof under the contract aforesaid, but has proposed to your Orator as administrator aforesaid a Modification of the terms of said Contract with reference to the time for the said first payment of Ten thousand Dollars and the manner and extent of securing payment of the said purchase Money of said sale, and interest, which modification of terms your Orator assumes as expedient and best for the interest of said heir at Law and of all persons concerned under said Robert H Thomas in said purchase Money. And the terms so proposed by said Thompson, and assumed by your Orator to be adopted in place of the provisions for securing and as to the period of making said first payment specified in said Contract, are as follows to Wit. 1 The said first payment of Ten thousand Dollars is to be made on the first day of November in the year 1856 with interest from the first day of April in that year; And the whole purchase Money is to bear interest from that first day of April.

2d All the said purchase Money and interest aforesaid is to be a lien upon all the land contracted by said Thomas to be sold to said Thompson and he is not to be entitled to a Conveyance free of Charge as aforesaid for the purchase money aforesaid of said Ninety acres or any part thereof.

3d Upon sales to be made by said Thompson, or his assigns of parcel

respectively of said Town Plat "grounds and of said Town plat as enlarged (as now proposed by said Thompson to the extent shown by the plat here Exhibited marked E as part of this Bill) or on sales of undivided interests from time to time in the said Town Plat, Grounds enlarged as aforesaid the Money for such sales being paid to the Trustee or his successor, or by the Decree to be paid in this cause may be appointed a title, or Certificate of title is to be made or signed by said Trustee or his Successor to the purchasers respectively their Heirs and assigns said Premises being to be credited upon such purchase Money charge and the titles aforesaid so made to be free of all such charge upon the parcels or undivided interests aforesaid paid for as aforesaid But it is to be understood that this article is not to have effect for any sales as aforesaid, that shall be made after the first day of April in the year 1858.

4 A Mortgage shall be executed by said Thompson and Wife to your Orator as administrator aforesaid of all the said farm of said Thompson in Baltimore County clear of all incumbrances or liens whatsoever excepting a certain Mortgage, Decree in the cause in Equity in the Circuit Court for Baltimore County between George Thomas Hays and Caleb S Eldridge Complainants and said Thompson and Wife defendants passed the twentieth day of February in the year 1855 the Mortgage debt (Ten thousand five hundred dollars) being by said decree payable before the 21 day of January in the year 1857, and said Mortgage so to be given to your Orator, as administrator is to secure payment of all said purchase Money and the interest thereon as aforesaid in manner following to Wit The sum of Ten thousand Dollars with interest from the first day of April in the year 1856 on or before the first day of November of the same year; The further sum of Ten thousand dollars with interest from the first day of April in the year 1856 on or before the first day of April in the year 1857 and the balance thereof to Wit the sum of Eight thousand five hundred dollars, with the interest from the said first day of April in the year 1856 on or before the first day of April in the year 1858. And now although your Orator deems these terms of Modification eligible and most likely to insure the liquidation for its Value of said Real Estate of said Robert H Thomas and object which is of great concern and of much importance to said infant heir of said Robert H Thomas and of all persons concerned under said Robert H Thomas in said purchase money and although some prompt adjustment in reference to said Contract and sale is necessary and urgent yet your Orator may not in any respect depart from the strict terms of said Contract without the sanction of this Court and the priority of said infant heir to such Judicial action, And your Orator therefore now comes into this Honorable Court and prays the passing of a Decree according to the proposed terms aforesaid and adjusting the selling of said farm sold as aforesaid to said Thompson by said Robert H Thomas for satisfying said purchase Money and interest, and making it liable to be sold in default of payment of any of the aforesaid installments of purchase Money and interest subject to the provisions of the third article aforesaid of the said terms of Modification operating to defer the selling by the Trustee under the Decree in manner aforesaid) of the Town Plat grounds enlarged as aforesaid, until the first day of April in the year 1858, unless